

8300-1029
SPS 0260

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

DLJ MORTGAGE CAPITAL, INC.

Plaintiff,

vs.

**ELADIO RAMOS CARDONA; HIS WIFE
MARÍA DEL CARMEN VÁZQUEZ ROMERO
a/k/a MARÍA VÁZQUEZ ROMERO AND THE
CONJUGAL PARTNERSHIP BETWEEN
THEM**

Defendants

Civil No.: 16-1193

Re: **Collection of Money, Foreclosure**

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW plaintiff, through the undersigned legal counsel and respectfully alleges, states and prays:

I. JURISDICTION AND VENUE

1. Jurisdiction is conferred upon this Court by virtue of 28 U.S.C. Sec. 1332. There is complete diversity of jurisdiction among the parties and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

2. Venue is proper in this Court pursuant to 28 U.S.C. Sec. 1391(b)(2).

II. THE PARTIES

3. Plaintiff is a corporation organized and existing under the laws of the sNew York with its principal place of business located at **New York, NY**.

4. Defendant **ELADIO RAMOS CARDONA** and his wife **MARÍA DEL CARMEN VÁZQUEZ ROMERO a/k/a MARÍA VÁZQUEZ ROMERO**, upon information and belief, are residents of Toa Baja, Puerto Rico.

III. THE FACTS

5. On February 8th, 2007, for value received, defendant **ELADIO RAMOS CARDONA** and his wife **MARÍA DEL CARMEN VÁZQUEZ ROMERO a/k/a MARÍA VÁZQUEZ ROMERO** subscribed a mortgage note payable to AUTORIDAD PARA EL FINANCIAMIENTO DE LA VIVIENDA PÚBLICA DE PUERTO RICO, or to its order, for the principal amount of **\$88,200.00**, with interest at rate of **6.50%** per annum, due on March 1st, 2037, (“the Note”). The Note was modified as described in paragraphs 8.

6. For the purpose of securing the payment of the principal amount of the note, plus three additional amounts to cover interests in addition to those secured by law, advances under the contract and attorney fees and costs in case of judicial collection, defendants executed a mortgage (“the Mortgage”) upon the following property described in the Spanish language as follows:

RUSTICA: Parcela número 189 de la comunidad rural Villa Albergue en el barrio Candelaria de Toa Baja. Área: **cero cuerdas con mil cuarenta diezmilésimas de otra, equivalentes a 410.68 metros cuadrados**. Lindes: **NORTE**, parcela 201; **SUR**, calle Gutiérrez; **ESTE**, parcela 190; y por el **OESTE**, parcela 188.

Recorded at page 258 of volume 313 of Toa Baja, Property Registry of Puerto Rico at Bayamón, Section II.

7. The Mortgage described above was constituted by deed number 5, executed on February 8th, 2007 before Notary Public Amparo León Olivieri in San Juan, Puerto Rico, recorded at page 199 of volume 617 of Toa Baja, Property Registry of Puerto Rico at Bayamón, Section II, property number 18,642.

8. The Note and Mortgage were modified on April 12th, 2013 to increase principal amount to **\$94,131.68**, plus interest rate of **6.50%** per annum starting on May 1st, 2013 and due on April 1st, 2053, by means of the modification deed number 140 executed by defendants before Notary Public Laura Cristina Rivera Sorrentini. Recorded at page 200 of volume 617, of Toa Baja, Property Registry of Puerto Rico at Bayamón, Section II, property number 18,642.

9. Defendants are the owners in fee simple of the property described in paragraph 6 of this Complaint according to the Seventh (7th) inscription recorded at page 199 of volume 617 of

Toa Baja, Property Registry of Puerto Rico at Bayamón, Section II, and to Plaintiff's best knowledge and belief.

10. The Plaintiff is currently the owner and holder in due course of said modified mortgage note.

IV. FIRST CAUSE OF ACTION: COLLECTION OF MONEY

11. The foregoing paragraphs are hereby re-alleged as if included fully herein.

12. Defendants are on default since the 1st day of January, 2014. Pursuant to the terms and conditions of the mortgage note and the mortgage deed Plaintiff has the right to, and has in fact, declared the note due and payable.

13. The amounts due and payable to date are **\$93,751.98** for principal balance with interests of **6.50%** from the **1st day of December 2013** until full payment, plus mortgage and risk insurance premiums, late fees and any other amounts agreed in the mortgage deed, from the date stated above until full payment thereof, plus 10% for attorney's fees and costs, equivalent to **\$8,820.00**.

14. Plaintiff's efforts to collect on the debt have been unsuccessful.

15. The amounts claimed herein are due and payable.

V. SECOND CAUSE OF ACTION: FORECLOSURE OF MORTGAGE

16. The foregoing paragraphs are hereby re-alleged as if included fully herein.

17. Plaintiff respectfully requests that the mortgaged property described in paragraph 6 herein above is sold at public auction and that the money due to Plaintiff pursuant to the mortgage is paid from the proceeds of the sale. The minimum bid stipulated in the mortgage deed for the first public sale of this property is **\$88,200.00**.

18. Plaintiff hereby notifies defendants that in accordance with applicable law they will ask the Court to issue an order to lis pendens to secure the effectiveness of the judgment.

WHEREFORE, Plaintiff respectfully pleads the Court for judgment as follows:

a. Orders Defendants to pay the debt to Plaintiff for the amount of **\$93,751.98** for principal balance with interests of **6.50%** from the **1st day of December 2013** until full payment, plus mortgage and risk insurance premiums, late fees and any other amounts agreed in the mortgage deed, from the date stated above until full payment thereof, plus 10% for attorney's fees and costs, equivalent to **\$8,820.00**.

b. And in default thereof that the property described in paragraph 6 herein above be sold at public auction and that the money due to plaintiff be paid from the proceeds of the sale.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 3rd day of February, 2016.

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